

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND
COOPERATIVE PERSONNEL SERVICES D/B/A
CPS HR CONSULTING
FOR
LIEUTENANT PROMOTION PROGRAM**

RFP # 12-0019

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and Cooperative Personnel Services d/b/a CPS HR Consulting, a California Joint Powers Agency, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted Request for Proposal (RFP) #12-0019 to retain a contractor to provide a promotion testing program for candidates interested in being promoted to the rank of Lieutenant for the Department of Public Safety; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide a promotion testing program in accordance with the Scope of Services attached hereto and incorporated herein by reference as **Exhibit A**, for candidates interested in being promoted to the rank of Lieutenant for the Department of Public Safety.

2.3 The Scope of Services required herein shall be completed no later than **March 16, 2012**.

2.4 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.5 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

2.6 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

Article 3. Payment

3.1 The COUNTY shall pay CONSULTANT to complete the Scope of Services in accordance with the rates set forth in CONSULTANT'S Pricing Section, attached hereto and incorporated herein as **Exhibit B**

3.2 Invoices shall be submitted in duplicate to the Department of Public Safety at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. The CONSULTANT shall keep a travel log indicating all dates of travel, mileage, etc., if any.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 Other than the approved total hours and related direct expenses composing the negotiated lump sum fee, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its rates are fully loaded and includes all overhead and administrative expenses.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

3.6 CONSULTANT acknowledges and agrees that if the services provided under this Agreement are being supported in whole or in part by Federal and/or State funding, CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to the CONSULTANT all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will have obtained at least the minimum thresholds of education and professional experience required by Florida law to perform the services contained herein.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Manager. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONSULTANT

of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated herein, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.4 Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
Or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RSQ number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability damages, and accidents as set forth herein.

(xv) If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

5.5 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.7 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires,

strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have

any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.17 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user COUNTY department.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.18 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.12 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Connie Champnoise, Director
241 Lathrop Way
Sacramento, CA 95815

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

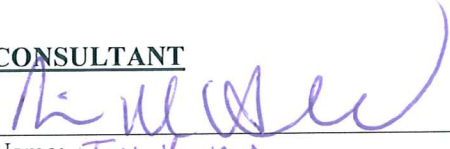
7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits:

Exhibit A	Scope of Services
Exhibit B	Consultant's Pricing

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the _____ day of _____, 2012, and by CONSULTANT through its duly authorized representative.

CONSULTANT


Name: TIM HOWARD
Title: CFO

This 09 day of February, 2012.

Agreement Between Lake County and CPS HR Consulting for Lieutenant Promotion Program; RFP 12-0019


COUNTY



Barnett Schwartzman
Director of Procurement Services

This 16th day of FEBRUARY, 2012.

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

EXHIBIT A
SCOPE OF SERVICES



Proposed Plan

Project Understanding

The proposed work plan is designed to provide the Department with a complete promotion examination program for the rank of Lieutenant. The project deliverables described in this proposal are designed to be legally defensible as valid and job-related procedures and fully comply with the *Uniform Guidelines on Employee Selection Procedures* (Federal Register, 1978) and other related professional standards. The purpose of this proposal is to offer our services to conduct a job analysis; develop an examination plan and associated candidate preparation materials; develop and administer a written examination; develop and conduct an assessor training session; and design, develop, and administer a legally defensible, validated selection tool for use at the target rank. To accomplish these objectives, the proposed process will include four primary components, which are outlined below.

■ Administrative Set-Up and Job Analysis

- Schedule and conduct meetings in conjunction with County and Department personnel
- Conduct a job analysis

■ Assessment Development and Administration

- Create a test plan that reflects the job analysis data
- Develop, administer, and score a written examination and assist with appeals, as needed
- Research, develop, and customize job-related assessment center scenarios
- Develop and institute a candidate preparation/orientation program prior to the administration of any testing components
- Develop an assessor manual, train assessors, and administer the promotional process

■ Project Outcomes

- Compile and analyze candidate scores
- Provide rank-ordered candidate results to the County
- Provide individual feedback reports for all participating candidates
- Conduct face-to-face feedback sessions with candidates, if requested
- Provide a final report/notebook to the County
- Provide technical and litigation assistance

■ Project Management and Communication

- Provide oversight and quality assurance

- Respond in a timely manner to all requests and needs
- Recognize, report, and resolve any developments or changes that may affect the project

This section of our proposal includes a thorough approach to meeting the County's objectives, resources dedicated to each requirement, and the expected deliverables for each component of the process. CPS HR consultants will work closely with the County and Department in all phases of development and implementation of this plan.

Administrative Set-Up and Job Analysis

The first activity of this project will be to meet with representatives from the County and Department in order to discuss the project schedule, objectives, and personnel roles for the term of the contract and define any parts of the project that may require clarification. We will review all applicable County and Department materials and any additional information, such as the job description, concerning the target classification at this time.

CPS HR's experience with job analysis is extensive, as it is a critical component of the testing and assessment practice. Our job analysis studies utilize a task-based methodology (designed to comply with all prevailing technical standards and legal guidelines) that ensures completeness and legal defensibility such that the job analytic data can withstand scrutiny of challenge and/or question as to its application in any testing process.

CPS HR will conduct a job analysis study for the target rank. The purpose of the job analysis will be to do the following: (1) identify the important and frequently performed tasks and duties associated with the target rank; (2) identify the overall criticality of the knowledge, skills, abilities, and other characteristics (KSAOs) required to perform the tasks; (3) determine the linkage between the critical tasks and KSAOs; and (4) determine where and when the KSAOs are acquired and how important they are to successful job performance for the target rank.

CPS HR will initiate the process by researching and studying the target rank through, at a minimum, literature reviews. Consultants will review information pertaining to the rank, including duty statements/job descriptions, and any other available job analysis data for the rank of Lieutenant. Furthermore, given our experience with promotional testing and assessment and job analysis studies for the fire service, especially in the State of Florida, we have a database of tasks and KSAOs from which to pull.

From the information gathered, CPS HR will develop preliminary lists of tasks and KSAOs for the target rank. CPS HR will then convene a small panel of departmental subject matter experts (SMEs) with significant knowledge of the target rank to review the initial list of tasks and KSAOs for accuracy and completeness and assist in the development of task and KSAO statements that capture the unique aspects of the rank. It is assumed that no more than a half-day meeting will

be needed with the SMEs to finalize the task and KSAO lists. It is also anticipated that the SME group will be gender and ethnically diverse to ensure the integrity of the job analysis process from its inception and to decrease the likelihood of any unanticipated biases being introduced into the process.

CPS HR will then construct job analysis questionnaires (JAQs) for distribution to the incumbents and first-level supervisors of the target rank to solicit ratings regarding the frequency and criticality of job tasks and the criticality of KSAOs required upon appointment to the target rank. Following respondent completion of the job analysis questionnaires, we will analyze the data to establish the frequency and importance of each task, the overall criticality of each KSAO, and when an incumbent must possess each KSAO. The documented job analysis data will then serve as the basis for subsequent examination design for the target rank. The JAQs can be distributed in a web-based format and/or in hard copy format with scan-able answer sheets, based upon ease of completion consideration for the respondents and the Department's preference. Typically, completion of the questionnaire takes approximately thirty (30) minutes to one (1) hour, although respondents will be provided with an ample overall response time to facilitate completion of the questionnaire in such a manner so as not to interfere with their regular duties and to ensure the collection of accurate, complete ratings.

It is the intention of CPS HR to provide the Department with a standalone job analysis report that can also be used as the basis for a number of human resources-related activities beyond selection and examination development, including classification and compensation, training and development, and any other subsequent human resources-related activities conducted on the basis of the job analysis results. Additionally, it is intended that the thoroughness of the job analysis and the resulting data will ensure that future job analysis activities/studies for the target rank should only need to be of a confirmatory nature, thus reducing future expense to the Department in terms of both money and staff resources.

Examination Development and Administration

Examination Development

A SME panel of Departmental representatives will be convened to assist in the examination development process for the target rank. This group of SMEs will be selected by the Department and may include the same SMEs who participate in the job analysis process.

The first step will be a review of the job analysis results for the target rank. Specifically, those critically important and/or frequently occurring job behaviors, tasks, and KSAOs that are amenable to the testing process will be identified. The initial criteria utilized in reviewing the job behaviors, tasks, and KSAOs will include the following.

1. Measurability – Only those job behaviors/tasks/KSAOs that can be adequately and reasonably measured in the testing process will be considered.

2. Training Considerations – Job Behaviors/Tasks/KSAOs that require specific skill training after hire or promotion in order to be successfully performed will be avoided.
3. Reliability/Standardization Considerations – Those job behaviors/tasks/KSAOs that are deemed difficult or impossible to standardize, or to otherwise administer in a consistent manner, will be avoided.
4. Financial Considerations – Job Behaviors/Tasks/KSAOs that would entail a prohibitively high financial outlay to simulate will be avoided.

Based on these considerations, CPS HR will work with the SME panel to select the job behaviors, tasks, and KSAOs to incorporate into a series of written and practical exercises appropriate to the target rank and based on policy. The examination development process will be guided by CPS HR staff to ensure that the procedures are standardized; that the KSAOs/job behaviors are measurable and/or observable; that the criteria for evaluating these KSAOs/job behaviors are clear; and that lucid, reasonable scoring methods are produced.

Written Examination

Based on the RFP, there will be a timed, written, multiple-choice examination created as part of this project for the target rank. The reading list to be used by candidates and for examination development will be provided by the County.

Test items will be developed by CPS HR's pool of trained item writers and identified as to source, edition, and page in accord with the examination reading list. In order to ensure the integrity and security of the examination process, CPS HR will develop a larger pool of items than necessary for review by SMEs. If the Department agrees, the SMEs will then review the entire group of test items, eliminating those that are not relevant and editing others as necessary. Following review of the test items, CPS HR will choose those items to be included in the final version of the examination, thus limiting the exposure of test materials to members of the SME committee and protecting against the possibility of a security breach. We have utilized this methodology with other organizations for both written multiple-choice and practical examinations and have found it to be both highly successful and well-accepted in the testing community.

Practical Examination Components/Assessment Exercises and Testing

There will be an assessment center process comprised of exercise components created as part of this project for the target rank. For the assessment center process, CPS HR will work with the Department and SME panel to design and develop the content and structure of each individual exercise. Based on the RFP, it is our understanding that the assessment will consist of a tactical fire problem, a role-playing exercise, and a public speaking presentation. Based on the organizational level of the target classification, the actual number of candidates to be tested, policy, and the input of the Department, the aforementioned exercises and varying possibilities can be used and are described below.

1. *Incident Command/Tactical Fire Exercise*

This type of exercise is designed to assess one's ability and readiness to take command of and run an emergency scene or tactical situation. CPS HR staff has extensive experience in creating emergency scene scenarios and tactical situations for use in promotional testing processes, including those involving computerized presentation (e.g., using Fire Studio) and/or interactive communications. The exercise can be on-scene and interactive.

2. *Role-Play Exercise*

This type of exercise requires the candidate to interact with one or more role players in connection with a specific job-related problem such as subordinate counseling, inadequate subordinate performance, conflict resolution, citizen interaction, etc.

3. *Oral Presentation Exercise*

This type of exercise requires the candidate to plan and organize his/her thoughts and make notes for a short presentation on a specific job-related issue, operational problem to a particular group (e.g., presentation of a new Departmental policy or procedure to subordinates or presentation of information to a citizen group), or regarding individual background and qualifications. After the formal presentation, the audience (raters/assessors) can be provided with the opportunity to question the candidate relative to the information presented.

4. *In-Basket Exercise*

The In-Basket Exercise can be either written (narrative response or multiple-choice) or verbal in nature – the different methods are described below. We can review the pros and cons of each methodology if so desired by the Department.

a. *Multiple-Choice In-Basket*

This exercise simulates the kinds of written materials that a Lieutenant might encounter on the job and require some type of action or decision. The candidate is provided the written materials and then asked a series of multiple-choice questions related to facts presented in the materials. Since responses are recorded on a scantron, scoring of this type of exercise can be immediate if a scanner is available on site.

b. *Verbal In-Basket Exercise*

Similar to the multiple-choice version, this exercise provides job-related materials for review and action by the candidate. It is designed to test the candidate's ability to "think on his/her feet" by providing a brief opportunity to review the materials [approximately seven (7) – ten (10) items], formulate a plan of action, and verbally provide assessors with information regarding his/her actions, rationale for the actions, and priority level assigned to each item.

Assessors are given an opportunity to ask standardized questions following each candidate's presentation of the materials.

c. *Written In-Basket Exercise*

In this methodology, candidates review in-basket materials, but communicate actions, rationale, and priority level in writing. Typically, this type of exercise contains more items and requires between one (1) to three (3) hours of response time.

5. *Structured Oral Interview*

This type of interview requires that the aspects of the process be as similar as possible for each candidate. Typically, the interviewers ask a predefined set of questions, and follow-up questions may be allowed as needed. Structured interviews have greater reliability and validity than less structured or unstructured interviews. The standardization of questions ensures that each candidate is evaluated in a consistent fashion and critical KSAOs are assessed through job-related questions.

6. *Written Exercise*

This exercise can take any number of forms, each designed to focus on the candidate's ability to communicate job-related knowledge and skills in a written format, such as preparing a follow-up memo on a situation discussed or dealt with in the In-Basket or Role-Play Exercise. A Written Exercise can be developed and administered as a stand-alone exercise (e.g., a Written In-Basket) or as part of another exercise.

We have customized and administered these exercises in different combinations for all of our assessment clients – we have found them all to be effective in allowing candidates to demonstrate their readiness for promotion. CPS HR will work with SMEs to determine the content of which each exercise will be comprised (based on the job analysis data), and the SMEs will ensure the validity by linking each exercise to the appropriate KSAO. CPS HR will draft the exercises and scoring criteria and then meet with the SMEs for a final review of all exercise components.

Regardless of the testing components identified and/or selected for use at the target rank, CPS HR will work with the SMEs to review the critical job behaviors, tasks, and KSAOs; design and develop the testing instrument; and determine applicable rating standards or criteria.

Candidate Orientation

Prior to the administration of any testing components CPS HR will provide a one (1)- to two (2)-hour orientation session for candidates to gain valuable written and verbal information, including a definition and overview of the testing process and specific assessment activities, the assessment dimensions that are the focus and basis of the testing process, guidance as to

expected behavior and how to perform one's best during the testing process, etc. Candidates will also have an opportunity to ask general questions of the CPS HR consultant(s) during the orientation session. This orientation process can be videotaped and/or conducted on more than one occasion in order to accommodate candidate work schedules and the Department's operational needs. Furthermore, extra copies of the candidate manual associated with the orientation will be left with the County/Department to be distributed to those candidates who are unable to attend the session(s).

Assessor Selection and Training

CPS HR has a nationwide network of trained and highly skilled assessors who have participated in our assessments and have demonstrated professional, unbiased, and consistent expertise. As part of this project, CPS HR will recruit a gender, age, and ethnically diverse group of qualified assessors from the surrounding area to assist in the evaluation of the candidate group. The assessor group will consist of fire rescue service personnel at the target rank or above with the background and expertise for the target rank. Final approval of all assessors and role players will be by mutual agreement between CPS HR and the County/Department. Based on our experience with similar promotional processes and assessment centers, we recommend having two (2) assessors serve on each exercise panel, plus role players.

Prior to the administration of any assessment exercises created as part of this project, CPS HR will develop and conduct a four (4)- to eight (8)-hour training session for the assessors. This training session will involve the assessment techniques developed as part of this project and ensure that the assessors are competent in observing, recording, classifying, and evaluating candidate behavior. In addition, relevant information concerning the Department and its operational philosophy and procedures will be presented. During the training session, assessors will be allowed to practice observing and rating performance and behavior through a series of exercises. Through this process, the assessors' familiarity with the operational definitions of the specific assessment dimensions (i.e., KSAOs) will be enhanced. The assessors will also be able to standardize their evaluation process and begin to function as a team. The training agenda will include such topic areas as the following:

- Review of applicable County and Department information;
- Review of the assessment schedule and administrative procedures, including assessor responsibilities, site logistics, applicable forms, etc.;
- Review of the assessment dimensions/KSAOs to be evaluated, their operational definitions, and the assessment model utilized; and
- Behavioral observation, classification, and evaluation methods, including rater/assessor training exercises.

Written Examination and Assessment Center Administration

For the target rank, regardless of the assessment plan, CPS HR will administer the promotional process, unless otherwise requested; it is our understanding that the County/Department will provide the necessary facilities and meeting rooms.

Written Examination Administration

Once the final version of the written examination is developed, the test will be administered to candidates. CPS HR project staff will be on-hand to administer the written examination. CPS HR has extensive experience in the administration of written tests and will provide all materials necessary for the administration of the examination, including proctor's instructions, test booklets, item appeal forms, and answer sheets in order to maintain the security and integrity of the testing process.

Immediately following the administration of each written examination, candidates will have an opportunity to appeal any items they feel may be unfair or inconsistent with the source material (unless policy dictates otherwise). CPS HR staff and SMEs will review all item appeals and provide an initial decision as to each outcome on a case-by-case basis.

Assessment Center Administration and Debrief

CPS HR project staff will be on-hand to administer all components of the assessment center. CPS HR has extensive experience in the administration of fire rescue service promotional assessments and will provide all materials needed for the administration of the exercises, including candidate instructions and materials, assessor training materials, exercise administration and rating materials, and any additional materials or resources deemed appropriate by the County/Department in order to maintain the security and integrity of the assessment center. CPS HR will also provide snacks and lunch for the assessors during the day of the assessment.

All candidates will spend time with all of the assessors who will remain on their assigned exercise panel throughout the process. Upon completion of the administration of the assessment, CPS HR will hold a debrief session discussing the overall process with County/Department representatives and the assessors who observed and scored the candidates. All candidate scores will be available at the debrief session.

Project Outcomes

Written Examination Scoring and Reporting

Following the administration of the written test and appeals process, CPS HR will electronically score the tests and evaluate the item and test statistics (i.e., reliability estimates, standard error of measurement, mean, standard deviation, etc.). Additionally, item difficulty statistics and discrimination indices will be used to identify questionable items and to evaluate internal consistency reliability. Furthermore, CPS HR will again review all appeals from candidates regarding the testing process against the resulting test statistics. Based on the outcome of the appeals processes and item statistics evaluation processes, CPS HR will either rekey (i.e., allow for more than one correct answer) or eliminate (i.e., give all candidates one point) items as needed. CPS HR will then compute the candidate scores and provide a ranked list of results (according to Department policy) within seventy-two (72) hours of examination administration.

Assessment Exercise Scoring and Reporting

Based on our experience with administering fire rescue service promotional processes, we prefer to have candidates scored live, without the use of videotape, unless otherwise requested by the County/Department. Candidates will be scored on a five (5)-point Likert-type scale across each dimension for each assessment exercise, and each pair of assessors will be required to agree on a consensus score for each applicable dimension associated with their exercise – final scores will be on a one hundred (100)-point scale. Because CPS HR will be calculating scores in “real time” throughout the assessment administration, upon completion of the last administration day of the promotional process, CPS HR will provide a ranked list of candidates and their scores to the County. This document (in an Excel® format) will contain each candidate’s individual written examination score, individual assessment score, each candidate’s dimension scores on each exercise, a ranked list of all candidates and their combined (written examination and assessment) scores, and a graph outlining the average scores of the candidate group against each assessment dimension.

Candidate Feedback Reports

Following the administration of the promotional process, CPS HR will provide the County/Department with individual feedback reports to distribute to each participating candidate. These reports will include applicable scores and information detailing each candidate’s strengths and weaknesses across the testing dimensions and against the group average. Furthermore, they will include information on how each candidate can better his/her performance in future assessments and on the job.

Assessment Feedback Reports and Debrief Sessions

As each candidate exits the promotional process, he/she will have the opportunity to provide information regarding his/her overall impressions of the process. Candidates are encouraged to

document their feedback regarding their perceived fairness of the process, the applicability of the process to the Department and position for which they are testing, whether or not the candidate orientation session(s) was beneficial, overall comments/concerns, etc. (They have the ability to provide this information anonymously.) This data will be compiled, and a final document will be provided to the County/Department to be used as documentation of candidate feedback for the current process and guidance for future processes.

If requested, CPS HR will provide individual face-to-face feedback sessions for those candidates who request the opportunity following receipt of their scores. These sessions will include detailed feedback regarding the information within the reports, as well as additional information obtained from the assessor notes through the course of the assessment process. These sessions will also give each candidate the opportunity to ask questions of the CPS HR consultant(s) regarding the process and his/her individual performance. These sessions will be at an additional cost of \$150/candidate.

As a more cost feasible option, we recommend that, in lieu of the aforementioned face-to-face sessions with CPS HR, the Department hold debrief sessions with candidates, as requested. CPS HR can leave the assessor documentation with the Department to aid in the facilitation of these sessions and be available to the Department via telephone if further questions arise. Additionally, the supporting feedback reports will be of assistance to the Department during the feedback sessions.

Final Report

Upon completion of the promotional process, CPS HR will prepare a final project report/notebook for the target classification providing full information on the procedures used, content validity documentation, candidate results, and process outcomes. CPS HR will provide the report to the County within one (1) month of the completion of the process.

Technical and Litigation Assistance

CPS HR consultants will be available on brief notice to provide technical and professional assistance to County/Department representatives throughout the life of the agreement. Furthermore, besides assisting in responding to questions and inquiries regarding the promotional process, we will provide, without charge, four (4) hours of consulting time in defense of the process if it is legally challenged and/or litigated. Additional hours will be at the rate of \$250/hour, plus expenses. CPS HR will provide litigation support as requested by the agency.

In addition, CPS HR has established a relationship with Dr. David Friedland, who is available to provide expert testimony if his services are desired by the agency. Dr. Friedland is an expert in job analysis, test development and validation, statistics, and equal employment opportunity issues. He is recognized by the Court as an expert in employment discrimination litigation and

government compliance reviews. Dr. Friedland has served as a litigation consultant in more than 30 cases, including several landmark employment discrimination cases. He has been retained by defense counsel in approximately sixty (60) percent of cases and plaintiff counsel in forty (40) percent, including counsel for government compliance agencies. Litigation cases have included individual and class action cases involving charges of discrimination based on race, sex, national origin, age, and disability. Litigation issues have included hiring, promotions, layoffs, wrongful termination, compensation discrimination, and improper application of personnel policies. Dr. Friedland has testified in both state and federal courts as well as in arbitrations and labor-management and civil service hearings.

Overall Project Management and Communication

CPS HR uses a comprehensive approach for planning, organizing, directing, and controlling consulting engagements. Our approach is designed to ensure a focused and efficiently executed project.

CPS HR is convinced that the key ingredient to a successful consulting assignment is an effective combination of sound project management procedures, high-quality project team members, and good customer service. Effective project management is required to provide for the orchestration and timely flow of activities, an ongoing feedback and adjustment mechanism, and the judicious use of time. Our project management process includes three primary components.

- Providing ongoing monitoring and control of project activities
Unforeseen developments or changes in circumstances may warrant changes in emphasis, revisions to the approach in certain areas, or other modifications of planned work activities. Active project management provides greater assurance that such redirection will occur when warranted by circumstances.
- Ensuring the optimum management of the time available to complete the project
Effective time management is a skill required of experienced professionals. Sound project management can optimize the overall effectiveness of the project team's efforts and provide a greater assurance of meeting milestones and budgets.
- Providing for the continuous reinforcement of the project's objectives
A major role of project management is to ensure that the consulting team consistently adheres to the proper perspective in facilitating the project.

CPS HR is dedicated to the commitment of its full complement of resources for the success of all projects. The team members who will be working on this project will be readily accessible and are committed to meeting all deadlines and scheduled timeframes.

Project Monitoring and Controlling

When a project begins, one of our first activities is to ensure that we have an accurate estimate of the level of effort required of each professional. These estimates are used to monitor the progress of each consultant against the work plan and project schedule. On a weekly basis throughout the project, professional hours are collected, accumulated, and distributed against project tasks so we can compare actual with budgeted performance.

An additional element related to the area of project control is the role of the Project Manager in monitoring the field work. The Project Manager is continuously involved in the review of ongoing activities to ensure that cost, schedule, and quality objectives are met. The Project Manager maintains frequent communication with project team members to coordinate ongoing activities and exchange pertinent information.

Periodic progress reports are another element of our project management and control system. The objective of project management is to provide close control and management of the team's efforts. It is our practice to provide the client with verbal interim progress reports based upon our project tracking.

Project Oversight and Quality Assurance

We are committed to meeting the highest professional standards of quality. Team members are selected for their relevant experience and professional maturity in dealing with project environments such as this. Each will spend an appreciable portion of his or her effort in the review, constructive challenge, and direction of assigned responsibilities.

Our quality assurance procedures include executive level and/or independent peer review of results and progress on a scheduled basis by senior professionals or technical advisors. These individuals provide a critical challenge to the direction and results of project efforts to ensure the project is comprehensive in its breadth and thorough in its depth.

Peer review of engagement reports and documentation is critical to our success. At least one knowledgeable person other than the consultant preparing the document/product must review, critique, and understand the document/deliverable before it is considered ready for delivery to the client. CPS HR's Project Manager is directly involved in preparing and submitting project deliverables. No documents or materials of any kind are delivered to the client without the Project Manager's review and approval.

We firmly believe the most important factors in ensuring the highest quality of client satisfaction are the commitment the consultant brings to the engagement and the experience of the firm and the individual consultants working on the engagement.

Timely Response

Beyond the communication capabilities and routine project management practices identified above, our project team also has the depth and breadth necessary to meet time requirements of projects. It is our policy to make the best possible use of working time both on- and off-site. Our work schedules are completely flexible and the client liaison (Project Manager) assigned to the project must be accessible from 7:00 AM to 7:00 PM EST. Furthermore, as part of our practice client calls and e-mails will be addressed no later than 24 hours upon receipt, if not earlier.

Problem Recognition, Resolution, and Reporting

Although we do not anticipate any issues arising during the course of the contract, we have methods and practices in place to immediately resolve such situations. In order to identify problems or variations in performance that need to be addressed, we use a "Problem Recognition/Problem Escalation" process in which the client and/or CPS HR team members may escalate issues at any time through a detailed systematic process. In the "Plan" phase, the problem/process is identified and the problem/process is defined and described. It is then investigated, further described, and analyzed for all of the possible causes (root cause analysis). A solution and action plan(s) are selected, along with improvement targets. In the "Do" phase, the problem or issue is addressed through implementation of the process change. In the third step, "Check/Study", CPS HR confirms and evaluates the results of the change. Finally, in the last step, "Act", CPS HR standardizes the new process or re-engages. We also utilize the "Project Quality Control Plan", which outlines key processes and activities to be taken to ensure the quality of performance is met or exceeded on projects, and manage the time and resources used. Any issues that may arise will be immediately documented and reported to the County/Department, and the County/Department will be notified of all actions taken to resolve such issues.

**EXHIBIT B
FEE SCHEDULE**



Proposed Fee Schedule

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 12-0019

PRICING SECTION

1. Lieutenant Promotion Program \$ 18,000.00
(This cost shall be for no more than twelve (12) candidates Base Proposal)
- Should the number of candidates exceed twelve (12),
\$ 500.00 Is the proposed price for each one over twelve (12)

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by a award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment using the County's VISA-based electronic payment system: ☒ Yes ☐ No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project, and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

N/A

DUNS Number (Insert if this action involves a federal funded project) _____

General Vendor Information and Proposal Signature:			
Firm Name:	CPS HR Consulting		
Street Address:	241 Lathrop Way Sacramento, CA 95815		
Mailing Address (if different):			
Telephone No.:	916-263-3600	Fax No.:	916-263-3614
E-mail:	npolk@cps.ca.gov		
FEIN No.:	66 - 0067200	Prompt Payment Terms:	1/4 days, net 30
Signature:		Date:	
Print Name:	Jim Howald	Title:	Chief Financial Officer

Itemized Proposed Fee

The following table contains a breakdown of the costs associated with the project, followed by assumptions related to the costs. The proposed fee schedule is subject to negotiation and revision at the request and agreement of the involved parties.

Project Milestone	Fee
Conduct Job Analysis	\$700.00
Written Examination Development and Scoring	\$5,500.00
Written Examination Administration	\$2,000.00
Assessment Exercise Development	\$2,000.00
Conduct Candidate Orientation	\$350.00
Recruitment and Training of Assessors/Assessor Snacks and Lunch	\$200.00
Administration of Assessment Exercises and Reporting of Results	\$6,500.00
Candidate Feedback Reports	\$500.00
Final Report/Notebook	\$250
Total Fee for Completion of Project Deliverables	\$18,000.00

Fee Assumptions

- Testing facilities and time of County/Department personnel assisting in the development of the exam components will be the responsibility of the County/Department.
- Consultant travel expenses and printing/shipping expenses are included.
- Costs are based on a maximum of 12 candidates participating in the assessment process.
- Expenses do not include the use of a Fire Simulator Operator for the Incident Command Exercise. We recommend using a CPS HR consultant for this role, but can train a Department representative. The cost of a CPS HR consultant is \$400/day, plus expenses.
- The additional per candidate cost is listed as \$500; however, please note that if another assessment day is required, the total cost for an additional day of testing will not exceed \$1,500.00.